<center>**REMARKS**</center>

[0001] Claims 1-4, 6-10, 12-14, and 17, all the claims pending in the application, stand rejected on prior art grounds. Claims 7-10 stand rejected upon informalities. Applicants respectfully traverse these rejections based on the following discussion. Claim 7 is amended for clarification as suggested by the Examiner. No new matter is added. The following paragraphs have been numbered for ease of future reference.

I.   The 35 U.S.C. §112, First Paragraph, Rejection

[0002] Claims 7-10 stand rejected under 35 U.S.C. §112, first paragraph, as failing to comply with the written description requirement. These rejections are traversed as explained below.

[0003] As suggested by the Examiner, Applicants' further clarify claim 7 to recite "a processor". In view of the foregoing, the Examiner is respectfully requested to reconsider and withdraw this rejection.

II.   The Prior Art Rejections

[0004] Claims 1-4, 6-7, 9-10, 12-14, and 17 stand rejected under 35 U.S.C. §102(e) as being anticipated by Preist, et al. (U.S. Publication No. 2002/0120588), hereinafter referred to as Preist. This rejection is traversed.

[0005] Applicants submit that Preist fails to disclose, teach or even suggest at least the features directed to: 1) using said computer to invoke standalone bilateral negotiations, which stand apart from the multi-party trading mechanism, to arrive at customized trading offers, the standalone bilateral negotiations being invoked with the trading parties who submitted trading offers, as recited in independent claim 1 and similarly recited in independent claim 7 and 12; and 2) using said computer to invoke standalone bilateral negotiations, which stand apart from the multi-party trading mechanism, to arrive at customized trading offers, the standalone bilateral negotiations being invoked with the trading parties who submitted trading offers, said invoking further comprising: agreeing upon a protocol for conducting the standalone negotiations; exchanging offers as per the agreed upon protocol; and concluding the standalone negotiations

as per the agreed upon protocol, as recited in independent claim 6 and similarly recited in independent claim 17.

[0006] The 7/1/2009 Communication rejects the features of independent claims 1, 6, 7, 12 and 17 by asserting "(See Preist Paragraphs 55-63). (7/1/2009 Communication, p. 6, ll. 3).

[0007] The Response to Applicant's Arguments states "[P]reist teaches "invoking a standalone bilateral negotiations" in paragraph 62, where a negotiation host takes two or more negotiating parties are close to an agreement and helps them reach a final agreement." (7/1/2009 Communication, p. 2, ll. 14-17).

[0008] However, Preist merely describes a computer system for allowing negotiation between a plurality of entities, the computer system comprising a computer network having a plurality of computer nodes; a computer node being arranged to define the negotiation between the entities with a set of negotiation activities; wherein the computer node is operable to implement a plurality of negotiation rule sets, each rule set constraining the negotiation activities to a specific negotiation type, thereby allowing a plurality of negotiation types to be selected by an entity.

[0009] In fact, Preist states quite clearly that:

> The negotiation host (this time in the agreement maker role) then looks at the current set of proposals to determine whether _agreements can be made_. Agreements can potentially occur whenever two or more negotiating parties make compatible proposals. In this case, _agreement formation rules determine exactly which proposals are matched with each other, and the final instantiated agreement that will be used._ Agreement rules may state, for example, that the highest priced offer to buy should be matched with the lowest priced offer to sell, and that the final agreement will take place at the average price. Often, _'tie breaking' agreement rules will be defined that will be used if the main agreement rules can be applied in several ways._ For example, earlier posted offers may take priority over later ones. (Preist, para. 62).

[0010] Thus, para. 62 of Preist merely describes a set of market participation rules that specify how the market operates and the gap-filling mechanisms to be used once an agreement is formed. Users agree to these rules in order to participate in the market created by Preist's system. The Preist rules in para 62, either define terms of participation in the market or define gap-filling provisions that will be implied once the negotiation host determines "[w]hether

agreements can be made..." (Preist, para. 62, ll. 3).

[0011] In contrast, the independent claims clearly recite "[u]sing said computer to invoke standalone bilateral negotiations, which stand apart from the multi-party trading mechanism, to arrive at customized trading offers, the standalone bilateral negotiations being invoked with the trading parties who submitted trading offers, as recited in independent claim 1 and similarly recited in independent claim 7 and 12.

[0012] At most Preist recites a negotiation host executing agreement formation rules (Preist, para. 62, ll. 5-8). The negotiation host is not one of the trading parties and there is no indication the trading parties switch or "[i]nvoke standalone bilateral negotiations, which stand apart from the multi-party trading mechanism, to arrive at customized trading offers..." as recited in independent claims 1, 6, 7, 12 and 17.

[0013] Claims 1, 6-7, 12 and 17 therefore define patentable subject matter over Preist. Claims 2-4, 9-10 and 14 depend from independent claims 1, 6-7, 12 and 17 and therefore define patentable subject matter for at least the same reasons.

[0014] Claim 8 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Preist, in view of Holden, et al. (U.S. Publication No. 2001/0032175), hereinafter referred to as Holden. Applicants respectfully traverse this rejection.

[0015] Holden describes a system for providing an on-line auction, which may be part of a larger on-line community, for conducting and facilitating transactions in a commodity goods marketplace or industry. The system provides a World Wide Web ("Web") based auction site for conducting and facilitating transactions in an industry. The auction-based model allows a supplier to sell or buy goods closer to a real market price than the current method of offering the commodity via telephone, facsimile, or electronic mail (e-mail). The users receive automatic e-mails notifying them of the status of an auction. E-mails and on-line screens show time of day information in a user's local time zone. The end time of auction is automatically extended when there is activity close to the prescheduled end time and both forward and reverse auctions are enabled.

[0016] The Communication does not assert that Holden remedies any of the above-identified deficiencies of Preist, nor does it. Thus, independent claim 7 defines patentable

subject matter over Preist, alone or in combination with Holden. Claim 8 depends from claim 7 and therefore defines patentable subject matter for at least the same reasons.

[0017] The claimed invention, as provided in amended independent claims 1, 6, 7, 12 and 17 contain features, which are patentably distinguishable from the prior art references of record.

[0018] Applicants note that all claims are properly supported in the specification and accompanying drawings, and no new matter is being added. In view of the foregoing, the Examiner is respectfully requested to reconsider and withdraw the rejections.

III.   Formal Matters and Conclusion

[0019] With respect to the rejections to the claims, the claims have been amended, above, to overcome these rejections. In view of the foregoing, the Examiner is respectfully requested to reconsider and withdraw the rejections to the claims.

[0020] In view of the foregoing, Applicants submit that claims 1-4, 6-10, 12-14, and 17, all the claims presently pending in the application, are patentably distinct from the prior art of record and are in condition for allowance. The Examiner is respectfully requested to pass the above application to issue at the earliest possible time.

[0021] Should the Examiner find the application to be other than in condition for allowance, the Examiner is requested to contact the undersigned at the local telephone number listed below to discuss any other changes deemed necessary. Please charge any deficiencies and credit any overpayments to Attorney's Deposit Account Number 09-0441.

                                        Respectfully submitted,

Dated: September 29, 2009   /Christian Austin-Hollands/
                                      Christian Austin-Hollands, Esq.
                                      Registration No. 46,527

Gibb I.P. Law Firm, LLC
2568-A Riva Road, Suite 304
Annapolis, MD 21401
Voice: (410) 573-1545
Fax: (301) 261-8825
Customer Number: 29154